

1 Q. Good morning, Ms. Dalton.

2 A. Good morning.

3 Q. I understand from your testimony that you
4 have responsibility for business planning for local service
5 market entry and negotiations with incumbent local exchange
6 carriers. Is that correct?

7 A. That's correct.

8 Q. And that incumbent local exchange carrier,
9 that includes Southwestern Bell Telephone Company?

10 A. Yes. That's correct.

11 Q. And you've been involved in those
12 negotiations with Southwestern Bell. Is that right?

13 A. Yes, sir, I have.

14 Q. As a lead negotiator?

15 A. Yes, sir.

16 Q. Okay. And are you still the lead
17 negotiator?

18 A. Yes, I am.

19 Q. I'd like to direct your attention to page 4
20 of your direct testimony, please.

21 A. I have that.

22 Q. Okay. At line 17 you make another
23 recommendation there. You say, "AT&T recommends that for
24 the issues that the parties have reached an agreement in
25 principle, the PSC approve the terms and conditions

1 included in AT&T's proposed interconnection agreement."

2 In light of the changes that you've made
3 previously with Mr. Norton, is that recommendation also no
4 longer true?

5 A. The recommendation would be that -- if I
6 could just describe it to make sure that I answer your
7 question correctly. The recommendation would be that, for
8 those areas where we've reached agreement in principle, the
9 parties over the last few weeks have continued to negotiate
10 terms and conditions for an interconnection agreement.

11 Therefore, my recommendation would be that
12 the agreed-to terms and conditions between the parties be
13 what's represented and filed with the Commission as opposed
14 to the Commission unilaterally adopting the language that
15 was in our prefiled interconnection agreement.

16 Q. So the areas that are unresolved through
17 the negotiations you described, you recommend that the
18 Commission use AT&T's proposed interconnection on those
19 unresolved issues. Is that correct?

20 A. No, sir. For the unresolved issues, we
21 would be recommending that the Commission render a decision
22 to resolve the issue, and that, again, the parties spend
23 the time to negotiate the terms and conditions of the
24 contractual language that would support those Commission
25 decisions.

1 Q. Okay. And AT&T and Southwestern Bell would
2 do that together and then present the agreement to the
3 Commission for its approval?

4 A. That would be my recommendation, seeing as
5 I think that it's best to understand together what's meant
6 by the words in a contractual document.

7 Q. Okay. Could we move back a page to
8 page 3 --

9 A. Yes, sir.

10 Q. -- line 2 where you talk about the purposes
11 of your testimony? One is to discuss the negotiation
12 process with Southwestern Bell and the accomplishments
13 resulting from those negotiations. Do you see that
14 reference? It's at the top of the page.

15 A. Yes, sir.

16 Q. Would it be fair to say that the
17 negotiating teams for AT&T and Southwestern Bell have
18 accomplished quite a lot since AT&T filed its proposed
19 interconnection agreement with its arbitration request?

20 A. I would agree that we've continued to
21 negotiate and we've made progress around certain issues.
22 In fact, some of them have been withdrawn from the
23 arbitration proceeding as a result of those negotiations.

24 Q. Okay. For example, the parties are now
25 working off a draft agreement that's different than the

1 AT&T proposed interconnection agreement. Is that correct?

2 A. I believe we've used the AT&T agreement and
3 have sat at the table and adopted language changes that
4 would satisfy both parties around those agreements.

5 Q. So the one that you've submitted with your
6 request for arbitration has been modified as a result of
7 those negotiations. Is that correct?

8 A. For those sections that we've sat down and
9 discussed to this point, yes.

10 Q. Okay. And so there are areas now under
11 this new draft where the parties have achieved or arrived
12 at mutually-acceptable contract language?

13 A. Yes, sir, there are.

14 Q. Okay. And one such area would be set out
15 in Attachment 2 of the agreement, and that's called
16 ordering and provisioning-resale?

17 A. I believe that we've reached agreement
18 around the contractual language, and we're still working on
19 some of the implementation date issues associated with that
20 attachment.

21 Q. So at least with respect to the contract
22 language, we've reached mutually agreeable language in that
23 area?

24 A. That's correct.

25 Q. And that language has been initialed by the

1 parties?

2 A. Yes, it has.

3 Q. Okay. And the same is true that we've been
4 able to reach mutually acceptable contract language on
5 maintenance for resale, which would be Attachment 3 to that
6 agreement?

7 A. That's correct.

8 Q. That one's been initialed also?

9 A. Yes, it has.

10 Q. And the same is true for Attachment 4,
11 billing-resale?

12 A. Yes, it has.

13 Q. Same would also be true for Attachment 5,
14 transfer of customer usage data-resale?

15 A. That's correct.

16 Q. Same is true for Attachment 11, which was
17 network interconnection architecture?

18 A. That's correct.

19 Q. And Attachment 16, network security?

20 A. That's correct.

21 Q. And Attachment 20, clearinghouse?

22 A. Yes. That's correct.

23 Q. And at least with respect to Attachments 2,
24 3, 4, and 5 which dealt with the resale area, the parties
25 worked on those first at AT&T's request to take care of its

1 priority for resale. Is that true?

2 A. They're first, because we had made the most
3 progress through the negotiations process in resolving
4 those issues.

5 Q. Okay. And then there are several other
6 areas that are currently being worked on now. Is that
7 true?

8 A. Yes. We have a schedule that takes us, I
9 believe, through the month of October for contract
10 discussions.

11 Q. Okay. And some of those areas are like
12 911?

13 A. Yes. That's correct.

14 Q. And Attachment 1, just the general resale
15 section?

16 A. Yes.

17 Q. And directory assistance listings for
18 facilities-based -- in a facilities-based environment?

19 A. I believe that to be true.

20 Q. White pages listings in a facilities-based
21 environment as well?

22 A. Yes.

23 Q. Operator services in a facilities-based
24 environment?

25 A. That is correct.

1 Q. Okay. And it's fair to say that these
2 contract discussions are continuing?

3 A. Yes, they are.

4 Q. Okay. And I guess it also would be fair to
5 characterize the party's intention to go over the entire
6 interconnection agreement to reach agreements in as many
7 areas as possible?

8 A. Yes. That is certainly our intent.

9 MR. BUB: Thank you very much, Ms. Dalton.
10 We don't have any further questions, your Honor.

11 ALJ ROBERTS: MCI?

12 MR. LUMLEY: No questions.

13 ALJ ROBERTS: OPC?

14 MR. DANDINO: I have no questions, your
15 Honor.

16 ALJ ROBERTS: AT&T?

17 MR. NORTON: Briefly, your Honor.

18 REDIRECT EXAMINATION BY MR. NORTON:

19 Q. Referring to the implementation dates --

20 A. Yes, sir.

21 Q. -- that you mentioned, what issues were
22 made about implementation dates and the ordering and
23 provisioning?

24 A. There are two issues associated with
25 implementation dates. One is with regard to end resale